

**UNITED STATES DISTRICT COURT  
DISTRICT OF MARYLAND**

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Cynthia Marine,

Plaintiff,

v.

Apex Financial Management,

Defendant.

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Civil Action No.: 1:14-cv-3495

**COMPLAINT**

For this Complaint, Plaintiff, Cynthia Marine, by undersigned counsel, states as follows:

**JURISDICTION**

1. This action arises out of Defendant's repeated violations of the Electronic Fund Transfer Act, 15 U.S.C. § 1693 *et seq.* ("EFTA").

2. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) & (c), in that Plaintiff resides within the District of Maryland, Defendant transact business in this District, and a substantial portion of the acts giving rise to this action occurred in this District.

**PARTIES**

3. Plaintiff, Cynthia Marine ("Plaintiff"), is an adult individual residing in Baltimore, Maryland.

4. Defendant, Apex Financial Management ("Apex"), is an Illinois business entity with an address of 1120 Lake Cook Road, Suite A, Buffalo Grove, Illinois 60089.

**ALLEGATIONS APPLICABLE TO ALL COUNTS**

5. In 2012, Plaintiff entered into a payment plan with Apex, wherein Apex automatically debited Plaintiff's checking account by \$100.00 on the last day of the month.

6. Each month Apex sent Plaintiff a reminder letter regarding that month's payment.
7. On August 29, 2014 and on August 31, 2014 Apex made two separate withdrawals in the amount of \$100.00 each.
8. As a result of the second withdrawal, Plaintiff's account was overdrafted and Plaintiff incurred an overdraft fee.
9. Shortly thereafter, Plaintiff called Apex to let them know that they made an unauthorized withdrawal.
10. In the aforementioned conversation Apex told Plaintiff they would investigate and later contact the Plaintiff.
11. To date, Plaintiff has not heard anything further from Apex.
12. Plaintiff has suffered and continues to suffer actual damages as a result of Defendant's unlawful conduct.

**COUNT I**

**VIOLATIONS OF THE ELECTRONIC FUND TRANSFER ACT,**  
**15 U.S.C. § 1693 et seq.**

1. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.
2. Plaintiff maintained an "account" as that term is defined in 15 U.S.C. § 1693a(2).
3. Plaintiff is a "consumer" within the meaning of 15 U.S.C. § 1693a(6).
4. Defendant debited Plaintiff's bank account on a monthly basis using "preauthorized electronic fund transfers" as defined in 15 U.S.C § 1693a(10).
5. Defendant violated 15 U.S.C. § 1693e(a), by engaging in an "unauthorized electronic fund transfer," by debiting Plaintiff's bank account without Plaintiff's actual authorization and without providing Plaintiff any benefit.

6. The foregoing acts and omissions of Defendant constitutes a violation of the EFTA, including every one of the above-cited provisions.

13. Plaintiff is entitled to damages as a result of Defendant's violations.

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff prays that judgment be entered against Defendant:

1. Actual damages pursuant to 15 U.S.C. § 1693m(a)(1) against Defendant;
2. Statutory damages of \$1,000.00 pursuant to 15 U.S.C. §1693m(a)(2)(A) against Defendant;
3. Costs of litigation and reasonable attorney's fees pursuant to 15 U.S.C. § 1693m(a)(3) against Defendant; and
4. Such other and further relief as may be just and proper.

**TRIAL BY JURY DEMANDED ON ALL COUNTS**

Dated: November 6, 2014

Respectfully submitted,

By /s/ Sergei Lemberg  
Sergei Lemberg, Esq.  
LEMBERG LAW L.L.C.  
1100 Summer Street, 3<sup>rd</sup> Floor  
Stamford, CT 06905  
Telephone: (203) 653-2250  
Facsimile: (203) 653-3424  
ATTORNEYS FOR PLAINTIFF